

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDICIS PHARMACEUTICAL CORPORATION		07/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON		
Street Address:	101 BARCLAY STREET		
Internal Address:	FLOOR 7E		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2053136	ALDARA	
Registration Number:	3126272	ATOPICLAIR	
Registration Number:	543095	ESOTERICA	
Registration Number:	2839514	E	
Registration Number:	2181399		
Registration Number:	4108759	LOPROX	
Registration Number:	1221402	LOPROX	
Registration Number:	4653400	LUZU	
Registration Number:	1523151	MAXAIR	
Registration Number:	3208459	MAXAIR	
Registration Number:	2169710	MEDICIS	
Registration Number:	3917358	MEDICIS	
Registration Number:	1831028	MEDICIS	
Registration Number:	2649243	MEDICIS	
Registration Number:	2048165	MEDICIS THE DERMATOLOGY COMPANY	
Registration Number:	2511710	MEDICIS THE DERMATOLOGY COMPANY	
Registration Number:	4168588	MEDICISRX	
Registration Number:	1540056	MINITRAN	
TRADEMARK			

OP \$790.00 2053136

Property Type	Number	Word Mark
Registration Number:	4214803	PASSION TO HEAL
Registration Number:	3178331	SOLODYN
Registration Number:	3905364	THE TIMING'S JUST RIGHT!
Registration Number:	3877321	
Registration Number:	4111195	VANOS
Registration Number:	3223527	VANOS
Registration Number:	3288465	ZIANA
Registration Number:	3313332	ZIANA
Registration Number:	3319298	ZIANA (CLINDAMYCIN PHOSPHATE 1.2% AND TR
Registration Number:	3819643	ZYCLARA
Registration Number:	4280040	ZYCLARA
Serial Number:	85777413	AMALIF
Serial Number:	85777417	SUVELU

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173041 Medicis
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/04/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 17, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of The Bank of New York Mellon, as notes collateral agent for the First Lien Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Indenture dated as of March 21, 2017 (the “**Indenture**”) between Valeant Pharmaceuticals International, Inc., each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Indenture and used herein have the meaning given to them in the Indenture.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the First Lien Notes Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the First Lien Notes Secured Parties, pursuant to the Indenture, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Indenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Indenture, the provisions of the Indenture shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDICIS PHARMACEUTICAL CORPORATION

By: 
Name: Linda LaGorga
Title:

Accepted and Agreed:
THE BANK OF NEW YORK MELLON
as Collateral Agent

By: Joellen F. McNamara

Name:

Title:

Joellen F. McNamara
Vice President

Medicis Pharmaceutical Corporation

SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
ALDARA	United States	Medicis Pharmaceutical Corporation	Registered	9/14/1994	74573320	4/15/1997	2053136
AMALIF	United States	Medicis Pharmaceutical Corporation	Abandoned	11/12/2012	85/777413		
ATOPICLAIR	United States	Medicis Pharmaceutical Corporation	Registered	7/20/2005	78674404	8/8/2006	3126272
ESOTERICA (Stylized)	United States	Medicis Pharmaceutical Corporation	Registered	3/28/1950	71/594769	5/29/1951	543095
Esoterica Design II	United States	Medicis Pharmaceutical Corporation	Registered	4/24/2002	76/400773	5/11/2004	2839514
LEAF Design	United States	Medicis Pharmaceutical Corporation	Registered	12/19/1996	75215842	8/11/1998	2181399
LOPROX	United States	Medicis Pharmaceutical Corporation	Registered	7/25/2011	85/380415	3/6/2012	4108759
LOPROX	United States	Medicis Pharmaceutical Corporation	Registered	4/6/1981	73/304454	12/28/1982	1221402
LUZU	United States	Medicis Pharmaceutical Corporation	Registered	11/12/2012	85/777408	12/9/2014	4653400
MAXAIR	United States	Medicis Pharmaceutical Corporation	Registered	3/25/1988	73718681	2/7/1989	1523151
MAXAIR	United States	Medicis Pharmaceutical Corporation	Registered	4/6/2006	78855435	2/13/2007	3208459
MEDICIS	United States	Medicis Pharmaceutical Corporation	Registered	8/14/1997	75/341397	6/30/1998	2169710
MEDICIS	United States	Medicis Pharmaceutical Corporation	Registered	6/5/2007	77/198317	2/8/2011	3917358
MEDICIS	United States	Medicis Pharmaceutical Corporation	Registered	1/15/1993	74/348796	4/19/1994	1831028
MEDICIS and Design	United States	Medicis Pharmaceutical Corporation	Registered	1/4/2002	76/355541	11/12/2002	2649243
MEDICIS THE DERMATOLOGY COMPANY	United States	Medicis Pharmaceutical Corporation	Registered		74614223		2048165
MEDICIS THE DERMATOLOGY COMPANY and Design	United States	Medicis Pharmaceutical Corporation	Registered	12/30/1999	75/884798	11/27/2001	2511710
MEDICISRX	United States	Medicis Pharmaceutical Corporation	Registered	9/24/2010	85/138151	7/3/2012	4168588
MINITRAN	United States	Medicis Pharmaceutical Corporation	Registered	9/26/1988	73754072	5/23/1989	1540056
PASSION TO HEAL	United States	Medicis Pharmaceutical Corporation	Registered	3/16/2011	85/268855	9/25/2012	4214803
SOLODYN	United States	Medicis Pharmaceutical Corporation	Registered	3/25/2005	78/595583	11/28/2006	3178331

SUVELU	United States	Medicis Pharmaceutical Corporation	Abandoned	11/12/2012	85/777417		
THE TIMING'S JUST RIGHT!	United States	Medicis Pharmaceutical Corporation	Registered	9/24/2009	77/834211	1/11/2011	3905364
TRIANGLE Design	United States	Medicis Pharmaceutical Corporation	Registered	3/12/2008	77420105	11/16/2010	3877321
VANOS	United States	Medicis Pharmaceutical Corporation	Registered	4/15/2011	85/296967	3/13/2012	4111195
VANOS	United States	Medicis Pharmaceutical Corporation	Registered	5/20/2005	78/634257	3/27/2007	3223527
ZIANA	United States	Medicis Pharmaceutical Corporation	Registered	5/2/2002	76/402959	9/4/2007	3288465
ZIANA & Swirl Design	United States	Medicis Pharmaceutical Corporation	Registered	12/1/2006	77/055120	10/16/2007	3313332
ZIANA (CLINDAMYCIN PHOSPHATE 1.2% AND TRETINOIN 0.025%) GEL and Design	United States	Medicis Pharmaceutical Corporation	Registered	12/1/2006	77/055122	10/23/2007	3319298
ZYCLARA	United States	Medicis Pharmaceutical Corporation	Registered	7/15/2009	77781257	7/13/2010	3819643
ZYCLARA (and Triangle Design)	United States	Medicis Pharmaceutical Corporation	Registered	9/5/2012	85721208	1/22/2013	4280040